

CONTRACT TERMS AND CONDITIONS

- Sec. 1 (a) Parker Moving Services, LLC (hereafter referred to as the "carrier") shall be liable as at common law for any loss thereof or damage thereto except as hereinafter provided.
- (b) The carrier shall not be liable for any loss, damage, or delay caused by act of God, the public enemy, act of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property, or defect, or inherent vice therein.
- (c) Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss of damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent.
- (d) Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage, or loss of contents of furniture, crates, bundles, cartons, boxes, barrels, or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.
- (e) Except in the case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassible highway, or lack of capacity of any highway, bridge, ferry, or caused by breakdown or mechanical defect of vehicles or equipment.
- (f) In the case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by the carrier's officers, agents, or employees, nor for detention, loss, or damage of any furnished by the carriers, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction for the property covered by the contract into any place against the quarantine laws or regulations in effect at such place.
- (g) The carrier disclaims all warranties, expressed, or implied, including but not limited to any implied warranties of merchantability and fitness for a particular purpose.
- (h) The carrier is not bound to transport said property by any particular schedule, vehicle, train, or vessel, other than within reasonable dispatch. The carrier shall have the right to forward said property by any carrier or route between the point of shipment and the point of destination.
- Sec. 2 (a) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper, or owner, or has been released agreed upon in writing as the released value of the property, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- (b) As a condition precedent to recovery, claims must be filed in writing with the carrier within 30 days after delivery of the property. Where claims are not filed in accordance with this provision, the carrier shall not be liable, and no claim will be paid.
- (c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been affected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburses the claimant for the premium paid thereon.
- (d) Property not received by the owner or shipper at the agreed upon delivery time and agreed upon address, as determined by the carrier and shipper, shall be stored as deemed appropriate by the carrier, in such locations as vehicle, warehouse, or place of business at the cost of the owner, and there held without liability on the part of the carrier, and subject to lien for all transportation and other lawful charges, including a reasonable charge for storage of the property.
- Sec. 3 Except where such services is required as the result of the carrier's negligence, all property shall be subject to necessary cooperage, packing, and repacking at the shipper or owner's expense.
- Sec. 4 (a) The owner hereby releases and holds the carrier not responsible for items requiring additional services including, but not limited to hookup, setup and/or breakdown, installation, wiring and/or rewiring, connection and/or disconnection.
- (b) Where the carrier is directed to load property from (or render any service at) a place or places at which the shipper, owner, or its agent is not present, the carrier shall not be liable.
- (c) Where the carrier is directed to unload or deliver property to (or render any service at) a place or places where the consignee, owner, or its agent is not present, the carrier shall not be liable.
- (d) Where property which has been transported to destination hereunder is refused by the consignee or the party entitled to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carriers may sell the same at public auction to the highest bidder, at such place that is designated by the carrier; provided, that the carrier shall have first mailed, sent or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and other lawful charges and the expenses of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.
- Sec. 5 The carrier shall not be liable in any way for any documents, specie, jewelry, or articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement is made in writing herein, and a stipulated value of the articles are endorsed hereon.
- Sec. 6 Explosives, hazardous materials, or dangerous goods will not be accepted for shipment. If such goods are transported without the knowledge of the carrier, the carrier shall not be liable for any loss or damage caused by these goods, and the shipper or owner shall indemnify the carrier against all loss or damage caused by such goods.
- Sec. 7 If the responsible party (shipper, owner, or consignee) fails to make payment due herein, the carrier may cease services without breach, pending payment, or resolution of any dispute. Such party shall be responsible for all attorney fees incurred by the carrier for collection as a result of nonpayment, or late payment.
- Sec. 8 Both parties agree that all disputes in connection with, or arising from this contract and/or the services performed herein, shall be resolved by mediation first. Should mediation results in an impasse, as determined by the mediator, both parties agree to submit their claim to binding arbitration in accordance with the commercial rules of the American Arbitration Association.
- Sec. 9 The shipper, owner, and consignee hereby release and hold the carrier harmless from any and all subrogation claims.
- Sec. 10 The owner or consignee shall pay the advances, packing, and storage, if any, and all other lawful charges accruing on said property at the time of delivery, as agreed upon in the bill of lading. No carrier shall deliver or relinquish possession at destination of the property covered by the bill of lading until all charges thereon have been paid, unless indicated otherwise in writing on the bill of lading and signed by all parties.
- Sec. 11 This contract constitutes the final understanding and agreement between the carrier and all parties with respect to the subject and it supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral.
- Sec. 12 If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.
- Sec. 13 Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to the original tenor.
- Sec. 14 This contract may be amended, supplemented, or changed only by an agreement in writing, signed by all parties.
- Sec. 15 If any term or condition of this contract is held by a court of competent jurisdiction to be invalid, or unenforceable, then this contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Shipper/Owner Signature

Date

Parker Moving Services Representative

Date